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4 **UNITED STATE DISTRICT COURT**
5 **WESTERN DISTRICT OF WASHINGTON**

6 Veronika Kim Cardenas

NO.

7
8 Plaintiff,

AT LAW AND AT ADMIRALTY

9 v.

10 Crowley Maritime Corporation; American
11 Petroleum Tankers, LLC.; Intrepid
12 Personnel & Provisioning, INC.; Intrepid
13 Ship Management, INC., in personam; The
F/T EMPIRE STATE, her engines,
machinery, appurtenances and cargo, in
rem;

SEAMAN'S COMPLAINT IN REM AND IN
PERSONAM FOR DAMAGES, FOR
PERSONAL INJURIES, CLAIM FOR
MAINTENANCE AND CURE—ALL
WITHOUT PAYMENT OF COSTS, 28 U.S.C.
§1916

JURY TRIAL REQUESTED

Defendants,

14
15 COMES NOW, plaintiff Veronika Kim Cardenas, by and through her attorney of record,
16 Neil Lindquist, for a cause of action against the above-named defendants, alleges as follows:

- 17
18 1. Plaintiff, Veronika Kim Cardenas, brings and maintains this action pursuant to 28 U.S.C.
19 §1333; The Jones Act (46 U.S.C. §30104), U.S. Const. Art. III, sec 2, and the general
20 maritime law. This action is further brought pursuant to 28 U.S.C. § 1916 without
21 prepayment of costs.
22
23 2. Plaintiff Veronika Kim Cardenas is a seaman for purposes of 46 U.S.C. §30104. Plaintiff
24 has at all times material hereto resided in King County, Washington.

25
26 SEAMAN'S COMPLAINT IN REM AND IN
27 PERSONAM FOR DAMAGES, FOR PERSONAL
INJURIES, CLAIM FOR MAINTENANCE AND
CURE—ALL WITHOUT PAYMENT OF COSTS, 28
28 U.S.C. §1916

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- 1 3. Defendant herein, Crowley Maritime Corporation is registered as a Foreign Profit
2 Corporation under and by virtue of the laws of Washington State and maintains a
3 registered agent located at 300 Deschutes Way SW, Ste 304, Tumwater, WA, 98501.
4 Crowley Maritime Corporation conducts significant business in the State of Washington
5 and is organized and existing under the laws of the State of Delaware, with its address
6 and principal office located at 9487 Regency Square Blvd, Jacksonville, Florida, 32225.
7 Crowley Maritime Corporation maintains a place of business in the Western District of
8 Washington located at 1102 S.W. Massachusetts St., Seattle, Washington 98134. At all
9 times herein mentioned, Crowley Maritime Corporation was acting by and through its
10 officers, agents, servants, employees and representatives.
11
12 4. The F/T EMPIRE STATE is a 576-foot vessel documented by the United States, official
13 number 1225143. Said vessel has her home port in Wilmington, Delaware and is
14 registered to defendant American Petroleum Tankers, LLC. and Intrepid Ship
15 Management, Inc. Said vessel will be found in the Western District of Washington
16 during the pendency of this action.
17
18 5. Defendant American Petroleum Tankers, LLC. is a subsidiary of Crowley Maritime
19 Corporation and has a principle office located at 9487 Regency Square Blvd,
20 Jacksonville, Fl, 32225-8183, United States.
21
22 6. Defendant Intrepid Personnel & Provisioning, Inc is a subsidiary of Crowley Maritime
23 Corporation and has a principle office located at 9487 Regency Square Blvd,
24
25

1 Jacksonville, FL, 32225-8183, United States.

2 7. Defendant Intrepid Ship Management, Inc is a subsidiary of Crowley Maritime
3 Corporation and has a principle office located at 9487 Regency Square Blvd,
4 Jacksonville, FL, 32225-8183, United States.

5 8. During all times herein mentioned said vessel was owned or bareboat chartered by the
6 defendants and was engaged in maritime commerce.

7
8 9. On November 17, 2016, Plaintiff boarded Defendants' vessel F/T EMPIRE STATE in
9 Cherry Point, Washington to work as a Steward during the voyage.

10 10. On or about November 25, 2018 Plaintiff was employed by the Defendant(s) as a member
11 of the crew, in the service of F/T EMPIRE STATE and was at all times acting within the
12 course and scope of her duties as Chief Steward in furtherance of the mission of said
13 vessel.

14
15 11. On or about November 20, 2016 while said vessel was in the navigable waters of the
16 United States, plaintiff contracted bronchitis and began experiencing auditory
17 hallucinations. Upon receiving medical treatment in Anchorage, Alaska, Plaintiff was
18 declared unfit for duty. Plaintiff prays leave to amend this complaint when the full extent
19 of her injuries and disabilities is ascertained.

20
21 12. As a direct and proximate result of the foregoing, plaintiff was caused to and did incur
22 reasonable charges for medical care and attention. Plaintiff does not know the reasonable
23 value of said medical care and attention already rendered or to be rendered in the future
24

1 and therefore, prays leave to amend this complaint to show the same.

2 13. As a further result of the foregoing, Plaintiff was unable to engage in her normal and
3 usual occupation from November 25, 2016 to July 12, 2017, at which time she was
4 medically cleared for duty.

5 14. On or about October 1, 2017 Plaintiff was once again declared medically unfit for duty
6 due to medical conditions related to her employment aboard the F/T EMPIRE STATE.
7 Plaintiff remains unfit for duty at the time of filing this complaint.
8

9 15. Plaintiff's future ability to be able to engage in her normal and usual occupation remains
10 uncertain, and she prays leave to amend this complaint to allege the full extent of said
11 loss when the full damage is ascertained.
12

13 16. Plaintiff demands maintenance from the defendant(s) in a per diem amount sufficient to
14 recuperate on land with room and board at least equal to that received on Defendants'
15 vessel, until Plaintiff reaches maximum cure or until Plaintiff is declared fit for duty,
16 whichever last occurs. Plaintiff further demands the actual cost of cure until the plaintiff
17 is fully cured, and if never cured, Plaintiff demands the cost of cure for the remainder of
18 plaintiff's natural life.
19

20 17. Despite numerous requests by Plaintiff, maintenance and cure has not been timely paid by
21 Defendants. Defendants unreasonably and willfully failed to pay maintenance and cure to
22 Plaintiff. The ongoing failure to pay maintenance and cure has caused significant
23 damages to Plaintiff which she now seeks to recover for. Plaintiff is entitled to
24

1 compensatory damages—including contingent attorney fees—for the negligent failure to
 2 pay maintenance and cure. Plaintiff is entitled to reasonable attorney fees for the arbitrary
 3 and capricious failure to pay maintenance and cure. Plaintiff is entitled to punitive
 4 damages for the willful and wanton failure to pay maintenance and cure.

5 18. Plaintiff's medical expenses incurred during her initial treatment on November 25, 2016
 6 remained outstanding for 457 days until February 25, 2018. See Exhibit 1 – Crowley
 7 Maritime Corporation Payment Timetable of Plaintiff's Expenses. Throughout this
 8 period of time, Defendant Crowley Maritime Corporation callously disregarded their
 9 obligations to Plaintiff by misleading her into believing that all expenses had been paid or
 10 were in the process of being paid. Furthermore, Crowley Maritime Corporation failed to
 11 respond to Plaintiff's numerous inquiries regarding the payment status of various medical
 12 bills. The number of bills which were left unpaid or sent to creditors remains unknown to
 13 Plaintiff at this time and she prays leave to amend this complaint to allege the full scope
 14 of unpaid medical expenses until it can be fully ascertained. Because the responsibility
 15 for payment was solely that of the Defendants', this matter will likely require discovery.

16 19. Defendant Crowley Maritime Corporation's failure was, in part, based on a mistaken
 17 premise that Plaintiff was submitting medical expenses for treatment unrelated to her
 18 employment aboard the F/T EMPIRE STATE. Despite Plaintiff's numerous objections
 19 stating otherwise, Defendants' failed to investigate the nature and purpose of Plaintiff's
 20 medical treatments and left Plaintiffs' accounts outstanding, in arrears and sent to

1 collection by creditors. Thus far, Plaintiff has been contacted by creditors on multiple
2 occasions.

3 20. On multiple occasions, Defendant Crowley Maritime Corporation has asserted the
4 mistaken premise that Plaintiff was submitting medical bills for treatments “unrelated to
5 [her] claim” and thereby unreasonably refused, or willfully disregarded their obligation to
6 pay Plaintiff’s outstanding medical expenses. Because of this mistaken belief, Defendant
7 Crowley Maritime Corporation refused to pay Plaintiff’s medical costs incurred on
8 December 5, 2016 until March 1, 2018. See Exhibit 2 & 3 – Crowley Maritime
9 Corporation Emails.
10

11 21. The full breath of Defendants’ failed investigation and subsequent refusal to pay medical
12 expenses is currently unknown and will likely require discovery. At this time, Plaintiff
13 prays leave to amend this complaint once the full scope of Defendants’ unreasonable
14 refusals can be ascertained.
15

16 22. Eighty-nine (89) days following the filing of this action, plaintiff waives the physician-
17 patient privilege, under protest, and only on condition that the Court holds that a waiver is
18 required in this case. This waiver is made pursuant to RCW 5.60.060(4)(b), as amended
19 by Chapter 305, Laws of 1986; as limited by the civil discovery rules. Specifically,
20 plaintiff authorizes no ex-parte contacts or inquiry to medical personnel regarding matters
21 not reasonably calculated to lead to the discovery of admissible evidence. This waiver is
22 made subject to plaintiff’s challenge to the constitutionality of RCW 560.060(4)(b) on
23
24
25

1 privacy grounds, and the applicability of said statute to federal causes of action brought in
2 federal court.

3 WHEREFORE, plaintiff prays judgment against the defendants as follows:

- 4 1. For a declaration that the plaintiff holds claim to a preferred maritime lien against
5 the defendant vessel, her engines, machinery, appurtenances and cargo.
6
7 2. For arrest, condemnation and sale of the defendant vessel including her engines,
8 machinery, appurtenances and cargo.
9
10 3. For general damages, including damages for loss of consortium, as are reasonable
11 and fair;
12
13 4. For such special damages, including found, as may be shown by the proofs herein;
14
15 5. For maintenance and cure, and for consequential and punitive damages for failure
16 to pay same;
17
18 6. For pre-judgment interest on all claims as is in the law provided;
19
20 7. For costs of suit and reasonable attorney fees;
21
22 8. For such other and further relief, including punitive damages, as is met and just in
23 the circumstances.

24 DATED this 29th day of May, 2018.

25 LAW OFFICE OF NEIL T. LINDQUIST

26 By: /s/ Neil T. Lindquist

27 Neil T. Lindquist, WSBA #52111

28 Attorney for Plaintiff

1204 N 10th Pl., Suite 2345

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I am the attorney for the plaintiff in this action and have knowledge of the matters asserted in the above complaint based upon information provided by the plaintiff.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the allegations of the above complaint are true and correct to the best of my knowledge and belief.

Dated at Renton, Washington this 29th day of May, 2018.

/s/ Neil T. Lindquist
Neil Thomas Lindquist

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